

Amendment 153 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 153 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 2nd day of October, 2012, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to perform post-installation verification for seventeen (17) King County Metro (KCM) Stand Alone Fare Transaction Processors (SAFTP) to be used on its Rapid Ride B-Line. This work is performed per CR-002676 *KCM SAFTP Commissioning B-Line v2*.
- C. The Parties agree that the Work necessary to complete the SAFTP work and associated documentation for KCM will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to:

- (a) Assign and provide to KCM IP addresses for SAFTP locations on the B-Line
- (b) Provide KCM with commissioning test forms for each SAFTP
- (c) Perform remote verification of SAFTP's within one (1) business day of notification of install on the B-Line by KCM

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 153

To perform the work necessary to: <ul style="list-style-type: none">• Post-install verification of the devices for the Rapid Ride B-Line (includes PM)	
TOTAL	\$2127

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and fifty-three shall remain in effect.

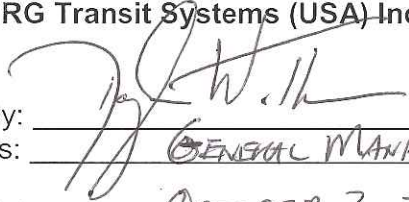
IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____

Its: _____

Date: _____


GENERAL MANAGER
OCTOBER 2, 2012

The Agencies

By: _____

Their: _____

On behalf of the Agencies

Date: _____


Operations Manager
OCTOBER 2, 2012